

INVITATION FOR BID

U.S. GOVERNMENT PRINTING OFFICE
Chicago, IL 60601-1055

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Soundings

as requisitioned from the U.S. Government Printing Office (GPO) by the

US Army COE, Detroit

Single Award

BID OPENING: Bids shall be publicly opened **September 22, 2008** at **2 p.m.** prevailing Chicago, IL time.

BID SUBMISSION: Facsimile bids are acceptable (see GPO contract Terms, Pub. 310.2, 06-01). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and "Schedule of Prices" included at the end of this specification.

Send bids to U.S. Government Printing Office, 200 N. LaSalle St. Suite 810, Chicago, IL 60601, or fax bids to **312-886-3163**.

NOTE: Contract has been extensively changed. Changes from the previous specifications are scattered throughout; and all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

CONTRACT TERM: The term of this contract is for 1 year beginning October 1, 2008 through September 30, 2009) and 4 option years (through September 30, 2013). Attention is directed to the clauses "Economic Price Adjustment," and "Government's Option to Extend the Contract Term". Prices must be submitted for the entire term of the contract, bids qualified for a lesser period will not be considered.

INFORMATION: Fax requests on company letterhead for previous abstract or new award information (available approx. 2 weeks after bid opening) to GPO Chicago front desk at (312) 886-3163.

For questions about these specifications call Sheila West, 312-353-3916, ext. 22, **(no collect calls)**. Do **not** contact her with requests for specifications or abstracts.

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. August 2002)).

DOING BUSINESS WITH THE GPO: Contractors wishing to do business with the GPO are referred to GPO web site <http://www.gpo.gov/business/index.html>, where one can register as a GPO contractor using the ‘GPO Contractor Connection’ link in accordance with the furnished instructions on that page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: ‘EIN/TIN #’ (Employer Identification Number or Taxpayer Identification Number); “Subject to Backup Withholding” (See Form W-9, Request for Taxpayer Identification Number and Certification); and, “Current W-9 Request” (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide these tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing these tax data in GPO Contractor Connection, have been satisfied.

SUBCONTRACTING: The predominant production function is printing. Bidders who must subcontract this operation will be declared non-responsible.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Level: (a) Printing (page related) Attributes – Level 2.
 (b) Finishing (item related) Attributes – Level 2.

Inspection Levels (from ANSI/ASQC Z1.4): (A) non-destructive Tests—General Inspection Level 1, (b) Destructive Tests – Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

| <u>Attribute</u> | <u>Specified Standard</u> |
|---------------------------------|---------------------------|
| P-7 Type Quality and Uniformity | Ok’d proofs |
| P-8 Halftone Match | Ok’d proofs |
| P10 Process Color Match | Ok’d proofs |

Alternate Standard: When digital files are furnished, in the absence of hard copy proofs and/or originals, the Specified Standard will be uniformity of image throughout the press run.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed 5 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “Extension of Contract Term” clause. See also “Economic Price Adjustment” for periodic pricing revision.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

PERFORMANCE RECORDS: Notification of Performance forms will be furnished to the awarded contractor. Information such as the GPO program and print-order numbers and dates mailed/delivered must be filled in by the contractor and sent along with copies of all delivery receipts and post office mailing receipts via telefacsimile to the GPO, (312-886-3163), attn: Chicago GPO front desk, on the day mailing and delivery was completed.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and other information pertinent to the particular order.

ORDERING: Items to be furnished under this contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under this contract from **October 1, 2008** through **September 30, 2009**. All print orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of this contract when it is furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

OPTIONS: Whenever an option is indicated in the specifications, it is the Government's option, not the contractor's, unless it is specifically stated otherwise.

PAYMENT: Submit all billing to: Comptroller, Stop FMCE, Financial Management Services, U.S. Government Printing Office, Washington, DC 20401

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of a newsletter requiring such operations as utilizing files transmitted to contractor's FTP site, reproduction from digital media, proofs, printing in 4-color process, binding, labeling, packing, inserting into envelopes, and mailing/delivery.

TITLE: Soundings.

Although this is an option year contract, all the estimates, averages, etc., are based upon one year's production.

FREQUENCY OF ORDERS: Approximately 4 to 6 orders per year.

QUANTITY: Approximately 500 to 600 copies per issue.

NUMBER OF PAGES: 4, 8, 12, or 16 pages, self cover. In addition, when required, a 2-page insert may be inserted loose within the publication.

TRIM SIZE: 8-1/2 x 11".

GOVERNMENT TO FURNISH: PDF files for the newsletter and inserts (if required). Files are currently produced using Windows 2000, InDesign CS2, Adobe PhotoShop 7.0, and Microsoft Photo Editor. New versions or other programs may be used during the term of the contract.

Files will be transmitted to contractor's FTP site. Due to the size of the files, they are not suitable to be e-mailed. If an occasional transmission problem occur, the Government will furnish digital files on a CD-R. Contractor will be required to pickup at their expense. No additional cost or time will be allowed should this occur. The Government will not furnish the files on CD-R on a regular basis; only in case of a transmission problem.

NOTE: Versions may be upgraded during the term of the contract.

When required, contractor will be required to address approximately 300 envelopes, each containing one newsletter. These will be furnished in PDF format in the same way as the other digital files.

Approximately 9 x 12" envelopes for the mailed copies. It will be the contractor's responsibility to keep track of the envelopes and inform the government when more envelopes are required. No additional time will be allowed for the contractor's failure to inform the Government in sufficient time for new envelopes to be provided.

Print Order (GPO Form 2511). These will be faxed to the contractor.

Facsimile for shipping container labels.

GPO "VERIFICATION OF DELIVERY" form. Contractor MUST complete this form and fax to GPO Chicago, Attn: Rudy Fernandez WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment after billing.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to Sheila West, 312-353-3916 x 22.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

RIGHTS ON DATA: The fonts provided (see GOVERNMENT TO FURNISH) are the property of the ordering agency and are provided for use on this contract only. Using the furnished fonts, if applicable, on any job other than the one for which the fonts were submitted violates copyright law. All fonts should be eliminated from contractor's archive immediately after completion of the production run.

REPRODUCIBLES: The contractor must make all reproducibles. Films are NOT required; computer to plate is acceptable and is the preferred method of production. At contractor's option, they may either make films or produce computer-to-plate (direct-to-plate). The Government will not pay for any film costs, even if this was the result of author's alterations. For example, if changes were made at the proof stage, the Government will pay for the digital correction and new proofs (if required), but not for films. Such proof charges must be charged at the rate for digital proofs, not "from film" proofs. Minimum 150 line screen required on halftones. A digital CD download is required of the final corrected project. Digital copy for reproduction must be reproduced at a minimum of 2400 dpi. Contractor must create bleeds and traps. All costs for these operations must be included as part of the contractor's bid prices.

PROOFS: For all pages all orders, one set of Dylux or Digital type proofs with all elements in position, imposed, collated in book form, and trimmed to size. If films are used, proofs must be blue image such as Dylux 503B or gray image such as Dylux 535. If printed direct-to-plate, digital proofs made from the same Raster Image Processor (RIP) may be furnished in lieu of the Dylux proofs. Proofs from a common laser printer or photostatic copier will not be acceptable. Proofs must be stitched (hand stitching acceptable) in the same format as the final binding.

For pages printing in 4-color process: In addition to the Dylux or Digital type proofs, contractor must provide one set of full-color proofs of the pages that print in 4-color process. If printed using films, these must be one-piece laminated color proofs such as Cromalin or Matchprint. Proofs must have color bars, tint patches, and dot gain scales (such as Brunner, GATF, GRETAG, or ROT) repeated across the sheet. If printed direct-to-plate, these must be digital contract proofs such as Heidelberg/Creo Trendsetter Spectrum or Kodak Approval proofs. Proofs must be at least 2400 dpi and be made from the same file as well as the same Raster Image Processor (RIP) and drum to insure a dot-for-dot match of plates and proofs. These proofs must be matched on press. Proofs made on common laser printers or without halftone dots will not be acceptable.

Send proofs and copy to and pickup from address under "DISTRIBUTION".

Contractor must not print prior to receipt of an "OK TO PRINT".

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproving; such operations must be accomplished within the original production schedule allotted in the specifications.

STOCK: The specifications of all stock furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999.

NOTICE: Copies of the “Government Paper Specifications Standards No. 11,” dated February 1999, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20401; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

All stock used in each copy must be of a uniform shade and close match by visual inspection of the JCP samples(s). The Contracting Officer reserves the right to reject shipments of any order printed in paper which, in his opinion, materially differs from that of the sample(s).

White Matte Coated Book, basis size 25 x 38", 60 to 70 lbs. per 500 sheets, equal to JCP Code A240.
No mix of weights. Same weight must be used throughout the issue.

PRINTING: Prints type and illustration head to head in 4 color process.

Insert 2 pages (1 leaf), printing in 4-color process, when required. It is **not** anticipated that an insert will be required for most orders.

MARGINS: Bleeds may be required on all sides.

BINDING:

4-page base issues: Fold from 17 x 11" to 8-1/2 x 11", title page out.

8, 12, and 16-page base issues: Saddle gather folded signatures in sequence, and saddle stitch in 2 places on the 11" dimension. Trim 3 sides to 8-1/2 x 11".

Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

2-page insert: single 8-1/2 x 11" sheet. Insert within the center spread of the base issue.

ADDRESSING: For mailed copies, contractor must download the mailing file and address approximately 300 envelopes each with one copy enclosed. Addresses may be ink jet, laser imaged, or applied directly to units as labels. The printed image must have consistent density, be easily readable, be free of smears and must not be skewed.

Addressing must be in conformance with U.S. Postal Service regulations. Contractor will be responsible for any programming, etc. necessary to output the labels

PACKING: For approximately 300 mailed copies (when required), insert one copy each into the Government furnished envelopes. Contractor must seal envelope, label, and apply the appropriate reimbursable postage.

For the balance of the order, pack suitably in shipping container not to exceed 45 lbs. per container. Use only new corrugated or solid fiberboard containers with a minimum bursting strength of 275 p.s.i.).

LABELING AND MARKING: For bulk delivery, label carton in accordance with GPO Contract Term GPO 310.2.

RECEIPTS FOR DELIVERY: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of these receipts or other acceptable proof must accompany the contractor's billing.

DISTRIBUTION

Deliver f.o.b. destination (all freight charges must be included as part of contractor's bid price):

Deliver proofs to and pickup from, return originals (if any), film/disks, to, and deliver to:

US Army Corps of Engineers
Detroit District
Attn: Duplicating Facility, James Senia
Room 600/IMO (inside delivery required)
477 Michigan Ave.
Detroit, MI 48226

An occasional order will require approximately 300 copies to be inserted individually into provided envelopes, addressed and mailed, with the balance delivering to above address.

Government-furnished material must not be packaged with the printed copies, and must have a separate, signed receipt.

If a transmission problem occurs on a rare occasion, contractor must pick-up the CD's with digital files from the above address. No additional costs or time in the schedule will be allowed should this be necessary.

F.o.b. Contractor's City: When ordered, mail one copy, inserted into provided envelopes to each of approximately 300 destinations. Mail at the best rates for which these pieces can qualify. Contractor must apply postage to each envelope. Contractor will be reimbursed for postage by submitting a properly completed signed Postal Service form with their billing. All mailed copies must conform to the appropriate regulations in the U.S. Postal Service Domestic Mail Manual and U.S. Postal Service Manual for International Mail (if applicable).

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into 50 equal sublots. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the Department (see "Distribution" for address). A copy of the PRINT ORDER and a signed Government-furnished certificate of selection must be included.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies, the contractor may be required to submit quality assurance samples for inspection and testing for compliance to the product specifications. The print order will indicate the number of samples required, if any, and the method of selection to be used. The contractor will be required to execute a statement furnished by GPO certifying that samples were selected as directed. These copies will be paid for at the running rate quoted in the contractor's bid and their cost will not be a consideration for award. A copy of the print order must be included with the samples. Ship these copies f.o.b. destination to the Comptroller, Stop FMCE, Financial Management Services, U.S. Government Printing Office, Washington, DC 20401.

GPO SAMPLES: Ship 1 copy of each order and a copy of the print order (marked Term Contract Production Samples) to: U.S. Government Printing Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601, Attn: Compliance. This sample is to be shipped at the same time as the scheduled shipment/delivery and cannot be deducted from the total quantity order. No additional charge will be allowed for this sample.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

No definite dates can be predetermined for placement of orders. Contractor will be notified by telephone when furnished material is available for transmission.

Envelopes will be available for pickup by the contractor (at contractor's expense) prior to the first print order. Contractor will be required to keep track of envelopes and inform the Government when additional envelopes are required. Although the Government will furnish the envelopes, contractor must pick them up at their expense.

All pickups and deliveries must be made Monday through Friday, exclusive of Federal Holidays, before 3:30 pm local prevailing time.

- 1) Contractor must deliver page proofs within 2 workdays after material is posted to the FTP site. No additional time is allowed if contractor has problems in accepting and material is sent (at contractor's expense) on a CD.
- 2) Ordering agency will hold page proofs not more than 1 workday from receipt to call for pickup, and approve or approve with corrections.
- 3) Complete production and delivery must be made by the contractor within 3 workdays after notification of an "OK to Print" or "OK to Print with corrections."

For example, transmission to contractor's ftp site made Tuesday, October 21st. Proofs due to agency by Thursday October 23rd. If agency okay proofs on Friday, October 24th, completed product must deliver by Wednesday, October 29th.

NOTE: It is anticipated that author's alterations may be made during the proofing stage. No additional time will be allowed to make such changes unless it is determined by the Government Printing Office that the required author's alterations are in excess of what would normally be expected in a publication of this type and size. The Government Printing Office reserves the right to determine if the alterations are excessive.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce 1 year's production. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period.

The following item designations correspond to those listed in the "Schedule of Prices".

| | | (1) | (2) |
|----|----|-----|-----------|
| I. | A. | (a) | 1 6 |
| | | (b) | 1 6 |
| | | (c) | 3 18 |
| | | (d) | 1 6 |
| | B. | (a) | 1 6 |

II. (a) 2

III. (a) 6

SECTION 4.- SCHEDULE OF PRICES

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive. Bids offered are f.o.b. destination for delivered copies and f.o.b. contractor's city for mailed copies.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All billings submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

I. COMPLETE PRODUCT: (Except for Items "II. AUTHOR'S ALTERATIONS" AND "III. MAILED COPIES"). Prices quoted shall include the cost of all required materials and operations necessary (including but not limited to all prepress operations, films or direct to plate, proofs, printing, paper, binding) for the complete production and distribution of the product listed in accordance with these specifications.

Only one makeready charge will be allowed for each issue or insert regardless of the number of copies run.

A. COMPLETE PRODUCT:

| | <u>Makeready/setup</u> (1) | <u>Running per 100 copies</u> (2) |
|------------------------|-------------------------------|--------------------------------------|
| (a) 4-page issue..... | \$_____ | \$_____ |
| (b) 8-page issue..... | \$_____ | \$_____ |
| (c) 12-page issue..... | \$_____ | \$_____ |
| (d) 16-page issue..... | \$_____ | \$_____ |

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

B. ADDITIONAL 2 PAGE INSERTS, INSERTED INTO CENTER SPREAD

| | <u>Makeready/setup</u> (1) | <u>Running per 100 Copies</u> (2) |
|------------------------|---|--|
| (a) 2-page insert..... | \$ _____ | \$ _____ |

II. AUTHOR'S ALTERATIONS:

- (a) Author's Alterations made at the
proof stage which require re-output
from digital file.....per changed page..... \$ _____

No charges will be allowed due to printer's errors.

III. Mailed Copies: Must include all costs for inserting into Government furnished envelopes, one copy per envelope, sealing envelopes, generating labels, labeling, any sorting or packaging required by the Post Office, completion of all Postal Service form, entering mail into the Postal Service, and all other costs required except for reimbursable postage charges.

- (a) Mailed copies.....per 100 copies..... \$ _____

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

BIDDER'S NAME AND SIGNATURE: Fill out and return 2 sets of all pages in "Section 4.- Schedule of Prices," initialing or signing each in the space provided attached to a completed and signed GPO Form 910, "Bid." Do not enter bid prices on GPO Form 910.

Bids should be submitted in a sealed envelope identified on the outside with the Program number and bid opening date and time. For this solicitation, submit bids to: U.S. Government Printing Office, Chicago Regional Printing Procurement Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601-1055, or fax to 312-886-3163

BIDS MUST BE SUBMITTED TO ARRIVE AT THE ABOVE SPECIFIED OFFICE NOT LATER THAN THE EXACT DATE AND TIME SET FOR OPENING OF BIDS.

Bidder _____

Address: _____

By _____

(Signature and title of person authorized to sign this bid) (DATE)

(Person to be contacted)

Telephone: _____ Fax: _____

GPO Contractor's Code No. _____

(If known)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____ Name _____

Address _____ Title _____

City _____ State _____ Zip _____ Signature _____

GPO Contractor Code (if known) _____ Date _____

Telephone Number _____ Facsimile Number _____

Contracting Officer Review _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.